

REMARKS/ARGUMENTS

Claims 1-9 and 11-17 are present in this application.

Claims 1, 14 and 15 were rejected under 35 U.S.C. §102(e) over U.S. Published Patent Application No. 2003/0093355 to Issa. This rejection is respectfully traversed.

The Office Action contends that Issa discloses the steps of claim 1 with reference to paragraphs [0063]-[0065] in the Issa publication. In particular, the Office Action contends that Issa discloses the claimed method wherein a depository administrator maintains a master account in a financial institution, wherein the depository administrator processes funds between a transferor deposit sub-account and a transferee deposit sub-account, and wherein each of the sub-accounts forms part of the master account such that a transfer of funds between sub-accounts does not affect a balance in the master account. Applicant respectfully disagrees with the Office Action's characterization of the Issa publication.

With reference to the noted paragraphs [0063]-[0065] as well as Fig. 2b and paragraphs [0206]-[0209] and paragraph [0212], the "inter-linked sub-accounts" referenced in the Issa publication do not relate to inter-linked sub-accounts of a transferor and a transferee. Rather, the inter-linked sub-accounts are associated with a single individual, such as a buyer in the Issa publication, where the sub-accounts have varying characteristics, all of which may be accessible by the buyer in participating in a transaction. Issa describes the inter-linked sub-accounts as a cash sub-account, a credit sub-account, an escrow sub-account, a buyer power sub-account, etc. These buyer accounts may also be linked to the buyers' [own] external accounts such as a credit card account, checking/savings account, etc., held by other participating financial institutions. See, in particular, paragraph [0206]. Although Issa describes that a buyer can transfer funds or reassign buying power amounts to the account of another buyer or seller (see paragraph [0208]),

nowhere does Issa remotely disclose that the accounts of another buyer or seller are necessarily maintained by a depository administrator that similarly maintains the buyer's account, nor does Issa remotely disclose that the accounts of another buyer or seller form part of a master account in which the buyer's sub-accounts reside such that a transfer of funds between sub-accounts does not affect a balance in the master account. As such, Applicant respectfully submits that the rejection is misplaced.

Since Issa lacks a disclosure of at least the subject matter noted above, it is apparent that the rejection under 35 U.S.C. §102(e) is without proper basis unless it can be shown that such subject matter is inherent in the Issa system. In this context, however, it is well settled that the mere fact that a certain thing could result from a given set of circumstances is not sufficient to establish inherency. Before a reference can be found to disclose a feature by virtue of inherency, one of ordinary skill in the art viewing the reference must understand that the unmentioned feature at issue is necessarily present in the reference. *SGS Thomson Microelectronics, Inc. v. International Rectifier Corp.*, 32 USPQ 2d 1496, 1503 (Fed. Cir.), *cert. denied*, 513 U.S. 1052 (1994). See also, *Continental Can Co. USA v. Monsanto Co.*, 948 F.2d 1264, 20 USPQ 2d 1746, 1749 (Fed. Cir. 1991) ("The test of inherency is not satisfied by what a reference 'may' teach. Inherency . . . may not be established by probabilities or possibilities. The mere fact that a certain thing may result from a given set of circumstances is not sufficient."). It is clear from the Issa description that its system would not in any manner *necessarily* require all sub-accounts including buyer and seller accounts to be administered by a single depository administrator in a single master account.

With regard to dependent claims 14 and 15, Applicant submits that these claims are allowable at least by virtue of their dependency on an allowable independent claim.

Reconsideration and withdrawal of the rejection are respectfully requested.

Claims 6-9 were rejected under 35 U.S.C. §103(a) over Issa in view of U.S. Published Patent Application No. 2001/0037290 to Lai. Additionally, claims 11-13 were rejected under 35 U.S.C. §103(a) over Issa in view of U.S. Published Patent Application No. 2001/0034676 to Vasic. Still further, claim 2 was rejected under 35 U.S.C. §103(a) over Issa in view of U.S. Published Patent Application No. 2002/0065784 to Ranzini, and claims 3-5 were rejected under 35 U.S.C. §103(a) over Issa in view of Ranzini and U.S. Patent No. 6,625,642 to Naylor. Without conceding these rejections, Applicant submits that the secondary references do not correct the deficiencies noted above with regard to the Issa publication. That is, none of Issa and the secondary references provides any suggestion to modify its system to incorporate those features noted above as lacking in the Issa publication. As such, Applicant submits that these dependent claims are allowable at least by virtue of their dependency on an allowable independent claim. Withdrawal of the rejections is respectfully requested.

Applicant acknowledges with appreciation that independent claims 16 and 17 were not rejected over prior art.

In view of the foregoing remarks, Applicant respectfully submits that the claims are patentable over the art of record and that the application is in condition for allowance. Should the Examiner believe that anything further is desirable in order to place the application in condition for allowance, the Examiner is invited to contact Applicant's undersigned attorney at the telephone number listed below.

Prompt passage to issuance is earnestly solicited.

UNDERSTEIN
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Respectfully submitted,

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